

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF JACKSONVILLE, FLORIDA AND THE
CITY OF JACKSONVILLE BEACH, FLORIDA,
REGARDING AUTHORIZED PROJECTS**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”) is made and entered into this ___ day of _____, 2017, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and State Laws of Florida (“Jacksonville”) and the CITY OF JACKSONVILLE BEACH, a municipal corporation existing under the laws of the State of Florida (“Jacksonville Beach”); collectively (the “Parties”).

WHEREAS, Jacksonville is a consolidated government in the form of a municipal corporation that is successor to the county government of Duval County; and

WHEREAS, for purposes of this Agreement, Jacksonville is exercising its power as a county government pursuant to Section 3.01, City Charter; and

WHEREAS, Jacksonville Beach is a municipal corporation existing under the laws of State of Florida whereas whose boundaries wholly contain the areas of operation of the Jacksonville Beach Community Redevelopment Agency; and

WHEREAS, Chapter 163, Part III, Florida Statutes, known as the “Community Redevelopment Act of 1969” (the “Redevelopment Act”) governs the creation and operation of community redevelopment agencies; and

WHEREAS, pursuant to the Redevelopment Act, the Jacksonville Beach Community Redevelopment Agency (the “Agency”) is a duly created and existing community redevelopment agency authorized to receive “increment revenues” as defined in Section 163.340(22), Florida Statutes and calculated pursuant to Section 163.387(1), Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” (the “Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Parties desire to exercise jointly their common powers and authority concerning the cost effective financing and construction of necessary stormwater infrastructure improvements described herein for the two Community Redevelopment Districts located in Jacksonville Beach that benefit the Parties and the Agency; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities, and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, this Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including but not limited to, the authority of Section 163.01, Florida Statutes; and

WHEREAS, pursuant to Section 163.360, Florida Statutes, the Agency has created a community redevelopment plan (the “Plan”) for each of its Community Redevelopment Districts in conformance with the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act, unless provided otherwise within an interlocal agreement between Jacksonville and Jacksonville Beach, to which the Agency may be an additional party, Agency funds must be spent within the Agency’s boundaries on redevelopment projects specified within the Agency’s Plan; and

WHEREAS, Section 163.387(3)(b), Florida Statutes, provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of said statute with respect to that taxing authority; and

WHEREAS, the Parties wish to enter into this Interlocal Agreement pursuant to provisions of Section 163.387(3)(b); and

WHEREAS, it is determined that it is in the best interests of the Parties that the Agency’s increment revenues identified herein are spent on necessary stormwater infrastructure improvements described herein, and that the said improvements are necessary for the welfare of the Agency, Jacksonville, and Jacksonville Beach; and

WHEREAS, it is determined that it is in the best interest of the Parties that the Agency be permitted to spend the Agency’s increment revenues identified within this Interlocal Agreement outside of the boundaries of the Agency’s boundaries for necessary stormwater infrastructure improvements described in Article II of this Interlocal Agreement, and graphically depicted on the color aerial attached hereto as Exhibit “A”; and

WHEREAS, the Parties are in agreement that the necessary stormwater infrastructure improvements described herein are consistent with the purpose and contents of the Plan for each Community Redevelopment District and are in furtherance of the goals, objectives, and policies within each said Plan; and

WHEREAS, the Parties are in agreement that the expenditure of all increment revenues identified within this Interlocal Agreement are an appropriate expenditure for necessary stormwater infrastructure improvements; and

WHEREAS, portions of necessary drainage improvements to manage stormwater runoff generated within the Downtown Community Redevelopment District will be completed within Agency boundaries, are necessary, and will significantly benefit the welfare and operation of the Agency, Jacksonville Beach, and Jacksonville; and

WHEREAS, portions of necessary drainage improvements to manage stormwater runoff generated within the Downtown Community Redevelopment District will be completed outside of the Agency’s boundaries, are necessary, and will significantly benefit the welfare and operation of the Agency, Jacksonville Beach, and Jacksonville; and

WHEREAS, portions of necessary drainage improvements to manage stormwater runoff generated within the Southend Community Redevelopment District will be completed within Agency boundaries, are necessary, and will significantly benefit the welfare and operation of the Agency, Jacksonville Beach, and Jacksonville; and

WHEREAS, portions of necessary stormwater infrastructure improvements to manage stormwater runoff generated within the Southend Community Redevelopment District will be completed outside of the Agency's boundaries, are necessary, and will significantly benefit the welfare and operation of the Agency, Jacksonville Beach, and Jacksonville; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to provide for and authorize the expenditure of the Agency's increment revenues on necessary stormwater infrastructure improvements for the two Community Redevelopment Districts within Jacksonville Beach.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

ARTICLE I INTRODUCTION

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

Section 1.02 Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate official bodies of the Parties, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

ARTICLE II

AUTHORIZATION OF AGENCY'S EXPENDITURE OF INCREMENT REVENUES ON NECESSARY STORMWATER INFRASTRUCTURE IMPROVEMENTS

Section 2.01 The Agency and Jacksonville Beach are authorized to expend increment revenues on the stormwater drainage improvements for the Districts described as follows:

Downtown Community Redevelopment District - Infrastructure installation and improvements required within, and downstream outside of, the Downtown Community Redevelopment District to collect, treat and convey stormwater runoff generated within said District.

Southend Community Redevelopment District - Infrastructure installation and improvements required within, and downstream outside of, the Southend Community Redevelopment District to collect, treat and convey stormwater runoff generated within said District.

Section 2.02 In both Districts, the final discharge point for each District's treated stormwater is the Intracoastal Waterway. As shown on Exhibit "A", neither District lies immediately adjacent to the Intracoastal Waterway, rather they both tie into existing stormwater systems that then convey the treated stormwater to the Waterway. Also, in both cases, because there will now be an additional amount of water entering the stormwater systems, certain capacity improvements are necessary both in, and downstream of, each District to accommodate the increased amount of stormwater. Upon completion of each District's stormwater project, its system will be able to handle current and future stormwater generated.

Section 2.03 With this Interlocal Agreement, tax increment funds would be available for ongoing maintenance of the portions of each District's stormwater system that lies physically outside of its boundaries.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.01 Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. All Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any of the Parties.

Section 3.02 Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

If to Jacksonville: Office of the Mayor
 117 West Duval Street
 Suite 400
 Jacksonville, Florida 32202

With a copy to: Office of General Counsel
 117 West Duval Street
 Suite 480
 Jacksonville, Florida 32202

If to Jacksonville Beach: City Manager

 11 North Third Street
 Jacksonville Beach, Florida 32250

With a copy to: Administration
Jacksonville Beach CRA
11 North Third Street
Jacksonville Beach, FL 32250

Section 3.03 Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of Jacksonville and Jacksonville Beach and their respective successors.

Section 3.04 Actions by Agency. Any action required to be taken by the Agency or any notices to be given to the Agency shall be taken or given, as applicable, by the Community Redevelopment Agency (CRA) Administrator, unless otherwise provided herein.

Section 3.05 Filing. Jacksonville Beach is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court in Duval County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 3.06 Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Duval County, Florida.

Section 3.07 Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 3.08 Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 3.09 No Third Party Beneficiaries. This agreement is an administrative agreement generated solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

Section 3.10 Mutual Cooperation. The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

Section 3.11 Construction. This Interlocal Agreement is the result of the negotiations among and between the Parties and such that all Parties have contributed materially and

substantially to its preparation, and shall not be construed more strictly against one party than the other.

Section 3.12 Intent and Interpretation. This Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

Section 3.13 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 3.14 Effective Date. This Interlocal Agreement shall become effective upon the filing of same pursuant to Section 3.05 above.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

Attest: City of Jacksonville

By: _____
Corporation Secretary

By: _____
Lenny Curry, Mayor

Form Approved:

By: _____
Office of General Counsel

Attest: City of Jacksonville Beach

By: _____
City Clerk

By: _____
William C. Latham, Mayor

By: _____
George Forbes, City Manager



SOUTH JACKSONVILLE BEACH
DRAINAGE PROJECT

12TH AVENUE SOUTH
STILLING BASIN PROJECT

SOUTH BEACH CRA

DOWNTOWN CRA

JACKSONVILLE BEACH INFRASTRUCTURE PROJECTS

October 2016

EXHIBIT A

EXHIBIT 1
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